



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 002
RFP NO.: B1Z10220
TITLE: Ozone Laundry and Ware Wash Chemicals and Service
ISSUE DATE: 06/03/10

REQ NO.: None
BUYER: Liz Palazzolo
PHONE NO.: (573) 751-4885
E-MAIL: liz.palazzolo@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 06/23/10 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS STATE AGENCIES
VARIOUS LOCATIONS THROUGHOUT STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AMENDMENT #002 TO RFP B1Z10220

TITLE: OZONE LAUNDRY AND WARE WASH CHEMICALS AND SERVICE

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

Prospective offerors are hereby notified of the following changes and clarifications:

1. The following paragraphs have been **REVISED**: 3.1.6, 3.17.8, 3.18.1 and 4.7.2.
2. The following paragraphs have been **ADDED**: 1.5.4.

REVISED text is in bold font.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001
RFP NO.: B1Z10220
TITLE: Ozone Laundry and Ware Wash Chemicals and Service
ISSUE DATE: 05/26/10

REQ NO.: None
BUYER: Liz Palazzolo
PHONE NO.: (573) 751-4885
E-MAIL: liz.palazzolo@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 06/23/10 AT 2:00 PM CENTRAL TIME

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DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**VARIOUS STATE AGENCIES
VARIOUS LOCATIONS THROUGHOUT STATE OF MISSOURI**

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VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AMENDMENT #001 TO RFP B1Z10220

TITLE: OZONE LAUNDRY AND WARE WASH CHEMICALS AND SERVICE

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

Prospective offerors are hereby notified of the following changes and clarifications:

1. Closing Date:
As Stated: Return bid no later than: 06/02/10 at 2:00 p.m.
Change To: Return bid no later than: 06/23/10 at 2:00 p.m.
2. The following paragraphs have been **ADDED**: 1.5.2, 1.5.3, 2.21, 2.21.1, 3.1.6, 3.1.7, 4.10.1, 4.10.1(f) and 4.10.1(g).
3. The following paragraphs have been **REVISED**: 2.4.2, 2.4.3, 2.4.9, 3.1.1, 3.1.2, 3.2.1, 3.11.2, 3.14.2, 3.15.1, 3.17.5, 3.17.8, 3.17.9, 3.18.1, 3.19.3, 4.5.1, 4.7.1, 4.7.2, 4.7.4, 4.9, 4.9.1, 4.10.1 and 4.10.1(c).
4. The PRICING PAGE has been **REVISED**: See line items 026-032, and the “warranty” blanks have been eliminated.
5. The following Exhibits have been **REVISED**: Exhibit C and Exhibit D.
6. The following Attachments have been **REVISED**: Attachment Two and Attachment Six.
7. The following paragraphs have been **DELETED**: 2.14, 2.14.1, 2.15, 2.15.1, 3.17.11, 4.15, 4.15.1, and 4.15.2.

REVISED text is in bold font.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B1Z10220

TITLE: Ozone Laundry and Ware Wash Chemicals and Service

ISSUE DATE: 05/03/10

REQ NO.: None

BUYER: Liz Palazzolo

PHONE NO.: (573) 751-4885

E-MAIL: liz.palazzolo@oa.mo.gov

REVISED BY AMENDMENT #001

RETURN PROPOSAL NO LATER THAN: 06/23/10 AT 2:00 PM CENTRAL TIME

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	(U.S. Mail)		(Courier Service)
RETURN PROPOSAL TO:	DPMM	or	DPMM
	PO BOX 809		301 WEST HIGH STREET, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**VARIOUS STATE AGENCIES
VARIOUS LOCATIONS THROUGHOUT STATE OF MISSOURI**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/20/10). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

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AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a contract for ozone laundry and ware wash chemicals with related dispensing equipment, and service for Missouri state agencies located throughout the State of Missouri. All work shall be performed in accordance with the requirements and provisions stated herein.

1.2 Organization:

- 1.2.1 This document, referred to as Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Technical Specifications
- 4) Performance Requirements
- 5) Offeror's Instructions
- 6) Pricing Page(s)
- 7) Exhibits A - H
- 8) Attachments One through Seven
- 9) Terms and Conditions

1.3 Pre-Proposal Conference:

- 1.3.1 A pre-proposal conference regarding this Request for Proposal will be held on Tuesday, May 18, 2010 starting at 10:00 A.M. in Room 500 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
- 1.3.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.3.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

1.4 Offeror's Contacts:

- 1.4.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. If MBE/WBE subcontracting requirements are included in the RFP, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

1.5 Background and Public Record Search and Retrieval System:

- 1.5.1 The current contract for dishwashing supplies and services (C107055001) and the previous procurement documentation (B1E07055) may be viewed and printed from the Division of Purchasing & Materials Management's **Public Record Search and Retrieval System** located on the Internet at <http://www.oa.mo.gov/purch>. The State of Missouri used a State of Kansas contract for the purchase of ozone laundry soap (Missouri contract C108310001). This contract document is also available at the **Public Record Search and Retrieval System**.

ADDED BY AMENDMENT #001

- 1.5.2 Historical Purchase Amounts: The state tracks approximately \$426K expenditures on contract C107055001 since November 2006, and \$183K on contract C108310001 since June 2008. These amounts do not include credit-card purchases made with the state procurement card.

ADDED BY AMENDMENT #001

- 1.5.3 The state contracts with RJ Kool for preventative maintenance on the ozone laundry systems. The preventative maintenance that RJ Kool provides currently includes maintenance on the chemical dispensing systems for the ozone laundry systems that the state owns; it is anticipated that the contract with RJ Kool will be amended to eliminate the maintenance on the chemical dispensing system. The contract can be viewed at the website identified in paragraph 1.5.1 above. The contract number is C109066001. The Missouri Veterans Homes also contracts with RJ Kool but they do so under a local contract set-up by the Veterans Homes; RJ Kool does not perform any preventative maintenance on the chemicals dispensing system for the Missouri Veterans Homes. All of the state-owned chemical dispensing systems have Nova pumps.

ADDED BY AMENDMENT #002

- 1.5.4 All Veterans Homes facilities have water softeners. It is likely that most if not all Correctional facilities and Mental Health facilities also have water softeners.

1.6 Inspection of the Ozone Laundry Systems and the Dishwashing Systems:

- 1.6.1 The offeror has the option of inspecting the ozone laundry system and/or dishwashing system of each of the facilities listed on Attachments One-Seven.
- 1.6.2 The offeror must contact each facility's head of maintenance, designated plant maintenance engineer, or maintenance supervisor for each facility listed on **Attachments One and Three** to schedule the inspection of the facility's steam and hydronic system and/or for information about the inspection. The offeror must provide at least 72 hours advance notice of the offeror's desire to inspect system(s). Contact the Buyer for specific state agency contact information (see first page).
- 1.6.3 The offeror must be prepared to provide the state agency with the name, social security number, state of residence, and date of birth for the person(s) conducting the inspections in order that the state agency may conduct a security clearance. The offeror must obtain prior authorization from the facility's head of maintenance, designated plant maintenance engineer, or maintenance supervisor if the offeror is anticipating the use of camera equipment during the inspection of the steam and hydronic system. A record of those potential offerors attending the inspection will be maintained for verification purposes.
- 1.6.4 The purpose of the inspection is to allow potential offerors an opportunity to inspect the facilities' ozone laundry and/or dishwashing systems prior to submitting a proposal. As a result, each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the facilities' system(s) and any other existing condition, factor, or item that may affect or impact the performance of service described and required herein.
- 1.6.5 During the inspections, if the offeror discovers a discrepancy/conflict with the information provided on Attachments One-Seven, **the offeror is strongly encouraged to immediately notify** the Buyer of Record, Liz Palazzolo at the Division of Purchasing and Materials Management at (573) 751-4885 or liz.palazzolo@oa.mo.gov of such discrepancy/conflict.
- 1.6.6 The offeror is strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the inspection of the facilities' system(s) of any special accommodations needed for disabled personnel who will be attending the inspection so that these accommodations can be made.
- 1.6.7 The offeror is advised that no questions will be answered and no information concerning the requirements of the water treatment services shall be provided during the inspections. Other than questions pertaining to the inspection, all questions regarding this Request for Proposal (RFP) and/or the competitive procurement

process **MUST** be directed to Liz Palazzolo of the Division of Purchasing and Materials Management at (573) 751-4885 or: liz.palazzolo@oa.mo.gov.

1.7 Caveat About RFP Attachment Information:

- 1.7.1 Although an attempt has been made to provide accurate and up-to-date information on the attachments of this RFP, the State of Missouri does not warrant or represent that the information provided is complete or totally accurate, nor does it imply a guaranteed level of prospective sales or service under a contract with the State of Missouri.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.3 Renewal Periods:

- 2.3.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- 2.3.2 If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.3.3 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.4 Price:

- 2.4.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

REVISED BY AMENDMENT #001

- 2.4.2 **For chemicals and supplies that are not specifically priced on the Pricing Page, or are otherwise not already included in the price of chemicals, the contractor shall provide a catalog or listing of those products.** The contractor shall understand and agree that the price list/catalog pricing or trade pricing may change during the contract period and each renewal period, although such pricing shall not change with a frequency greater than every twelve (12) months.

REVISED BY AMENDMENT #001

- 2.4.3 **The firm, fixed discount percentage discount for chemicals and supplies listed in the catalog or products listing shall be as indicated on the Pricing Page for line item 036,** and shall apply to all **chemicals and dispensing equipment parts and supplies** as found in the contractor's current price list/catalog or trade pricing.
- 2.4.4 In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price. The State of Missouri shall always receive the contractor's lowest price for the item.
- 2.4.5 The contractor shall furnish current price lists/catalogs or trade pricing (with products clearly identified) to the state agency upon request. Price lists/catalogs or trade pricing shall also be promptly provided to the state agency as the catalogs change and/or pricing is updated.
- 2.4.6 The discount shall apply as quoted to all items in the contractor's current catalog or price list. The contractor shall not impose a discount "floor."
- 2.4.7 The contractor shall understand and agree that each firm, fixed discount percentage shall remain the same throughout the duration of the contract.
- 2.4.8 It shall be the responsibility of the state agency to obtain a waiver from Missouri Vocational Enterprises for any chemicals purchase from the contract for a chemical that is also available from Missouri Vocational Enterprises.

REVISED BY AMENDMENT #001

- 2.4.9 All catalog purchases **(line item 036 on the Pricing Page)** must be for products that are consistent with the definition of the products represented on the Pricing Page of the contract.

2.5 Prices Must Be Lowest:

- 2.5.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

2.6 Contractor Liability:

2.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2.6.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.6.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.7 Contractor Status:

2.7.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.8 Coordination:

2.8.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.9 Estimated Quantities:

2.9.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.10 Federal Funds Requirement:

2.10.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and

- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.11 Insurance:

- 2.11.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.12 Termination:

- 2.12.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.13 Payment Terms:

- 2.13.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.13.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.

All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.

2.14 DELETED BY AMENDMENT #001

2.14.1 DELETED BY AMENDMENT #001

2.15 DELETED BY AMENDMENT #001

2.15.1 DELETED BY AMENDMENT #001

2.16 Contractor's Personnel:

- 2.16.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- 2.16.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 2.16.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.16.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - (2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - (3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.17 Participation by Other Organizations:

- 2.17.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- 2.17.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- 2.17.3 The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.17.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.

- a. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
- b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.18 Subcontractors:

- 2.18.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.18.2 Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that
 - a. the direct subcontractor is not knowingly in violation of RSMo 285.530 (1) and
 - b. shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.19 Confidentiality and Security Documents:

- 2.19.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.20 Cooperative Procurement Program:

- 2.20.1 If the contractor has indicated agreement on the Pricing Page with participation in the Cooperative Procurement Program, the contractor shall provide ozone laundry soaps and ware wash soaps, as well as related service, as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

ADDED BY AMENDMENT #001

2.21 Preferred Use Contract:

- 2.21.1 The contractor shall provide the supplies/services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the supplies/services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to at its own discretion, obtain alternate supplies/services elsewhere.

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements:

REVISED BY AMENDMENT #001

- 3.1.1 **The contractor must provide laundry chemicals for use in ozone laundry systems, and/or ware washing chemicals. If the contractor is providing ozone laundry system chemicals, then the contractor shall provide chemical analysis, preventative maintenance on the chemicals dispensing system, and adjustments necessary to assure the proper use of the contractor's chemicals. If the contractor is providing ware washing chemicals, then the contractor shall also provide chemical dispensing systems, dispensing system preventative maintenance, and dispensing system parts and supplies. For either the ozone laundry chemicals or the ware washing chemicals, or both, the contractor must also provide testing services, general product and user support, and reporting as detailed herein. All products provided and service performed shall meet current industry standards for acceptability, and shall meet the sole satisfaction of the state agency.**

REVISED BY AMENDMENT #001

- 3.1.2 The contractor must serve any State of Missouri state agency located within the State of Missouri requesting the contractor's products and service. **Primary users of the contract will be the Department of Corrections, the Missouri Veterans Homes, and the Missouri Department of Mental Health. The contractor shall understand and agree that state agency locations may be added or deleted during the contract period as the state deems necessary. Proper communication will be provided to the contractor in the event a state agency location is added or deleted from contract coverage.** If the contractor has elected to participate in the Cooperative Procurement program, contract products and services shall also be provided to qualifying Missouri political subdivisions and public entities (see also paragraph 2.20.1 herein).
- 3.1.3 The contractor shall agree that products provided under the contract shall conform to all mandatory specifications, terms, conditions and requirement stated herein.
- 3.1.4 Any product usage recommendations the contractor makes shall be made with the goal of maximizing the efficiency of the state's use of the contractor's products and services. Recommendations shall be made with the goal of producing the cleanest laundry and/or dishware, at the lowest cost.
- 3.1.5 The contractor shall understand and agree that it is the contractor's responsibility to carefully examine the entire site of the work as well as examine all other data provided on RFP attachments. The contractor shall make all reasonable and necessary investigations to inform themselves thoroughly about the facilities to be covered under the contract, including all potential difficulties involved in completion of all work in accordance with contract requirements. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under contract shall be accepted as an excuse for any failure or omission on the part on the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation. The contractor shall understand and agree that any change to the contract shall only be accomplished by way of a formal written contract amendment authorized and approved by the Division of Purchasing and Materials Management.

ADDED BY AMENDMENT #002

- 3.1.6 The service and support the state requires for the ozone laundry systems will be initially unique because the state owns the chemical dispensers for the ozone laundry system equipment. The ozone laundry chemicals contractor shall not have to provide and install ozone laundry chemicals dispensing systems to initiate contract performance. The ozone laundry chemicals contractor shall provide preventative maintenance including all

costs for parts replacement/labor on the state-owned ozone laundry chemicals dispensing systems at no additional cost. As this equipment wears-out, the ozone laundry chemicals contractor shall replace the dispensing equipment with its own dispensing equipment, and shall provide preventative maintenance on their chemicals dispensing systems at no additional cost to the state. **The contractor shall also provide security boxes for the dispensing systems.** The state shall dispose of the state-owned ozone laundry chemicals dispensing systems in accordance with state law and procedure regarding the disposal of surplus property. The state does not own the chemical dispensing systems on the current ware washing systems, so the ware washing chemicals contractor must provide and install their own ware washing chemicals dispensing systems upon initiation of the contract.

ADDED BY AMENDMENT #001

- 3.1.7 In the event an additional ozone laundry system is purchased and installed by the state, said purchase of equipment shall be conducted under a separate procurement. The ozone laundry chemicals contractor shall be responsible for providing ozone laundry chemicals and the ozone chemicals dispensing system for new, additional ozone laundry equipment for which the state requests contract service.

3.2 Initial and On-Going Annual Training Requirements, Pertains to Both Ozone Laundry and Ware Washing Chemicals:

REVISED BY AMENDMENT #001

- 3.2.1 By no later than ninety calendar (90) days after the effective date of the contract, and annually thereafter, the contractor shall conduct a training session at each state agency facility site requesting products and service. **It is preferred that initial training be provided earlier rather than later in the allowed initial 90-day period.**
- 3.2.2 The training shall take place on-site, at dates mutually agreeable between the contractor and the state agency.
- 3.2.3 Training in general shall cover basic user information covering dispenser system use and care instructions, and general product use including proper use, handling and storage.
- 3.2.4 The contractor shall gear all training and instruction for entry-level as well as experienced operating personnel.
- 3.2.5 Training must be conducted by contractor personnel who are trained to instruct state agency personnel on the proper use of dispensing equipment, and the proper use, handling and storage of chemicals. Specific points that must be covered in training shall at minimum include each of the following:
- a. How to calculate the proper dosage of chemicals;
 - b. The function of each chemical;
 - c. Proper safety precautions and procedures in handling, administering, storing, and disposing of the chemicals;
 - d. Proper safety measures for emergency situations in accordance with OSHA and EPA standards;
 - e. Water testing procedures;
 - f. Water chemistry and treatment;
 - g. Methods of communicating with the contractor, i.e., contact information for the assigned service representative (phone number, e-mail address, etc.), and their hours of availability.
- 3.2.6 Training and User Manuals Required:
- a. For dispensing equipment, the contractor must provide the state agency with a written user/instruction manual detailing dispensing equipment features and operation.
 - b. All training and educational materials shall guide users to the safe, proper and efficient use of the products in obtaining satisfactory results; it is preferred that the manuals include troubleshooting and remedy information.
 - c. For state agency personnel who attend training, the contractor must provide written instructional material. The instructional material must be current and must be specific to the facility. The contractor shall agree

and understand that all instructional material provided for state agency training specific to the contract shall become property of the state agency.

3.2.7 All training shall be provided to the state at no additional charge.

3.3 On-Going Consultation Required, Pertains to Both Ozone Laundry and Ware Washing Chemicals:

3.3.1 The contractor shall provide general and on-going consultation throughout the contract period at no additional charge to the state as requested. Consultation shall be focused on advising the state agency on the type and titration of laundry and/or ware washing chemicals that will result in the cleanest products at the lowest cost to the state.

3.4 Service Response Requirements for Both Ozone Laundry and Ware-Washing Chemicals and Service:

3.4.1 The following service provisions shall apply:

- a. The contractor must have a comprehensive service organization capable of serving state agency sites throughout the State of Missouri. It is highly preferred that the service organization be located within the state of Missouri.
- b. The contractor must provide the state agency with professional quality maintenance, service, parts, materials and workmanship.
- c. The contractor shall promptly resolve all system problems; problem resolution shall not be interpreted as merely assigning a trouble-ticket number but shall mean that the contractor has put into action activities that shall resolve the reported problem.
- d. The contractor shall provide all necessary labor, parts, materials, and transportation to maintain all dispensing system equipment furnished in good working order and in compliance with all equipment manufacturer's specifications and all provisions of the contract.
- e. The contractor must provide the state agency with 48-hours prior notification before arriving on the state agency site, even for scheduled site visits.
- f. The contractor must provide technical support Monday – Friday, 8-5 central time, excluding state holidays. However, it is highly desirable that the contractor provides 24 hours per day, 7 days per week technical support.
- g. Telephone support: It is highly preferred that the contractor provide a toll-free telephone hotline support system that shall be available Monday through Friday, from 8 a.m. to 5 p.m., to answer, at minimum, application and “operational hardware” questions. This support must be “on-going” and without additional charge.
- h. The contractor shall provide on-site support as requested by the state agency. All on-site visits must be coordinated with the state agency site manager; the contractor must ensure that the laundry and/or dishwashing manager for the site will be present on site when the contractor is scheduled to be there.

3.5 Drum Recycling Requirements for both Ozone Laundry and Ware-Washing Chemicals:

3.5.1 At the discretion and request of each state agency, the contractor shall provide drum recycling or not.

3.5.2 If the state agency requests that the contractor conduct drum recycling, then the delivery/shipping drums or containers made of plastic, metal or any combination of paper, plastic or metal shall remain the property of the contractor. If the state agency does not want drum recycling service then the drum shall become state property.

- 3.5.3 If drum recycling is requested then, at no additional cost to the state, the contractor shall be responsible for picking-up and removing all empty delivery/shipping containers at least every thirty (30) days. Said containers shall be disposed of by the contractor in compliance with all regulations and laws promulgated in the State of Missouri Department of Natural Resources, Department of Health and Senior Services and other applicable state, local and federal agencies.
- 3.5.4 The state agency will take responsibility to clean-out/prepare containers for pick-up by the contractor. The contractor shall be responsible for providing appropriate guidance and necessary training regarding cleaning-out the containers as complies with all the rules and regulations cited in the above paragraph.
- 3.5.5 It is preferred that the contractor pick-up empty containers at the same time new deliveries are made at the state agency location.
- 3.6 Work Environment and MULES Security Clearance Required for Both Ozone Laundry and Ware-Washing Chemicals and Service:**
- 3.6.1 The contractor shall understand and agree that all personnel working for the contractor to provide service as defined under the contract must successfully complete a Missouri State Highway Patrol background-check, and obtain clearance as indicated by the Missouri Uniform Law Enforcement System (MULES) system. The contractor's technicians working on-site must follow safety and security procedures established by the Missouri state agency.
- 3.6.2 Regarding work to be performed at Missouri correctional sites, state agency security procedures are similar site to site, but vary based on security level respective to the specific Missouri Correctional Center. All tools must be pre-approved by state agency staff before bringing them on-site, and all tools shall be accounted for upon leaving said site. The contractor is advised that some Missouri Correctional Centers require escorts, and at many times keys are necessary to access work-sites. The contractor must provide the state agency site 24-hours prior notice before arriving for a service visit.
- 3.6.3 The contractor's personnel must have a picture ID tag visible at all times when on any state agency premises.
- 3.6.4 The state agency shall have the right to deny any of the contractor's personnel access to any state agency facility for any reason.
- 3.7 Single Point of Contact for Both Ozone Laundry and Ware-Washing Chemicals and Service:**
- 3.7.1 Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to chemicals and service provided.
- 3.8 Replacement of Damaged Product for Both Ozone Laundry and Ware-Washing Chemicals and Service:**
- 3.8.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 3.9 No Prevailing Wage Work for Both Ozone Laundry and Ware-Washing Chemicals and Service:**
- 3.9.1 The contractor shall not perform any work under contract that by Missouri law requires prevailing wage. The contractor must notify the state agency if any requested work would involve prevailing wage; the state agency shall then arrange for said work outside the subject contract in accordance with Missouri law.
- 3.10 Invoicing Requirements for Both Ozone Laundry and Ware-Washing Chemicals and Service:**
- 3.3.1 The contractor shall submit monthly itemized invoices to state agency. A specific address for sending invoices shall be communicated to the contractor by the specific state agency.

3.11 Reporting Requirements for Both Ozone Laundry and Ware-Washing Chemicals and Service:

- 3.11.1 The contractor shall keep, maintain and provide detailed service records on all chemicals purchased by the state under contract. The contractor must provide these records upon request of the state agency. Monthly reports must be submitted as stated herein. It is highly preferred that all service reports be accessible on-line at a secured site.

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- 3.11.2 **In a timely manner, the contractor shall prepare and submit to the state agency reports for each site visit, either scheduled or emergency. It is preferred that the reports be written and left at site the same day as the visit. It shall be acceptable to send the report electronically to the site within 24-hours of the site visit.** It is highly preferred that all service reports be available in electronic format via the Internet at a secured site.
- 3.11.3 At no additional cost to the state, the contractor shall provide professional quality site-specific quarterly reports regarding service calls made for the reporting quarter, in electronic (e.g. Excel) or hard-copy format upon the request of the state agency regarding all service calls, detailing types of failures, dispatch and response times, total repair times, and a summary of preventative routines and scheduled system inspections and/or remote diagnostics for that period. The formatting of the report shall be as directed by the specific state agency which may want the required information detailed by specific site or otherwise.
- 3.11.4 At the End of Each Contract Period: The contractor shall provide the Division of Purchasing and Materials Management with a complete, electronic professional-quality annual report in an analysis-ready format that shows what the contractor has performed over the course of the contract period. The report must be provided within thirty (30) calendar days subsequent to the last day of each contract period, although the final report must be submitted thirty (30) days prior to the final contract period day.
- a. At a minimum, the report must contain the following information:
- 1) State Agency Name
 - 2) State Agency's Customer Number, if applicable
 - 3) Service/State Agency Location
 - 4) Reporting Period, e.g., July 1, 2010-June 30, 2011
 - 5) Contract Line Item Number from Pricing Page
 - 6) Extended Price (Unit Price Charged x Quantity Delivered)
 - 7) As applicable, Other Services Performed identified by service and price for that specific service
- 3.11.5 The contractor shall develop and provide ad hoc reports as required and requested by the Division of Purchasing and Materials Management or any state agency at no additional cost to the state. The contractor must submit ad hoc reports electronically in an analysis-ready format specified and approved by the Division of Purchasing and Materials Management or requesting state agency.

3.12 Delivery Performance for Both Ozone Laundry and Ware-Washing Chemicals and Service:

- 3.12.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.
- 3.12.2 Deliveries shall be made as requested by the ordering agency. The contractor must coordinate his/her delivery schedule with the agency. Any change in the delivery schedule must be approved by the agency and must be preceded with a written request at least two (2) weeks prior to the implementation date of such change.

- 3.12.3 The contractor is advised that delivery must not be made on official state and/or federal holidays. Arrangements shall be made with the state agency for any delivery which falls on state and/or federal holiday.
- 3.12.4 The contractor shall agree and understand that the state agency shall not receive, off load, nor handle any chemicals, delivery/shipping drums, or other containers.
- 3.12.5 For those facilities using a drum-less, bulk storage water treatment program, the contractor shall deliver chemicals by bulk truck.
- a. The contractor's delivery operator shall be trained in chemical safety handling, and capable of identification and proper application of the chemicals being delivered.
 - b. The contractor must have the material safety data sheets in the possession of the delivery operator at all times while the chemicals are in transport for delivery.

3.13 Hazardous Materials Data Sheet and Labeling Required For Both Ozone Laundry and Ware Washing Chemicals:

- 3.13.1 All products must be appropriately labeled in accordance with manufacturer and industry standards. Each container and each case shall have an affixed, type-set or clearly legible label that bears the manufacturer's name for the product and the corresponding name identified in the contract, if different. Labels shall resist deterioration and remain legible for the manufacturer's life of the product. If use or exposure warnings are required by federal, state or local laws/regulations, then the label shall also show the warning. Labels shall be in English, although it is preferred that labels be in both English and Spanish.
- 3.13.2 The State of Missouri, Division of Purchasing and Materials Management, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a material safety data sheet and warning labels with each shipment. Therefore, the contractor must comply with this mandatory requirement for all commodities which contain hazardous material. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.
- 3.13.3 The contractor must provide the state agency with a current materials safety data sheet (MSDS) sheets for each chemical. It is preferred that the MSDS accompany every delivery. The contractor shall be responsible for providing the state agency with updated MSDS information. All MSDS must include information about medical treatment.

3.14 "Green" Chemicals Requirements for Both Ozone Laundry and Ware-Washing Chemicals and Service:

- 3.14.1 All ozone laundry products must be phosphate-free.

REVISED BY AMENDMENT #001

- 3.14.2 It is preferred that all ware wash products be phosphate-free, or contain the least amount of phosphorous. If not phosphate-free then all ware wash products shall contain no more than **6%** phosphorus by weight, expressed as "elemental phosphorus."
- 3.14.3 It is highly preferred that the chemicals are or qualify for green certification by at least on of the following certification organizations:
- a. Certified by Green Seal, 1001 Connecticut Ave., NW Suite 827, Washington DC 20036-5525, <http://www.greenseal.org/>.
 - b. Certified by Environmental Choice EcoLogo Program, 107 Sparks St., 2nd Floor, Ottawa, Ontario, Canada KIA 0H3, <http://www.ecologo.org/>.
 - c. For chemicals: recognized by the U.S. Environmental Protection Agency Design for the Environment (DFE) Formulator Program, Office of Pollution Prevention and Toxics, USEPA, 1200 Pennsylvania Ave. NW, Mail Code 7406-M, Washington DC 20460, <http://www.epa.gov/dfe/contact.htm>

3.15 Time and Materials Work for Both Ozone Laundry and Ware-Washing Chemicals and Service:**REVISED BY AMENDMENT #001**

3.15.1 For any work performed at the request of the state agency that is beyond the definition of routine service, the contractor may charge for actual time and materials only after the following has occurred: 1) the contractor has provided the state agency with a written estimate of the total price for requested service including all labor, supplies and materials; and 2) the contractor has obtained prior approval to commence service from an authorized state agency staff person. Time shall be invoiced at the rates shown on the Pricing Page of the contract **for line items 033-035**, pro-rated to the closest quarter-hour. Travel time shall not be billable or paid by the state. Materials and supplies pricing shall be invoiced at current manufacturer list price minus the quoted discount shown on the contract Pricing Page.

3.16 Minimum Order Quantity and Re-Stocking Fee for Both Ozone Laundry and Ware-Washing Chemicals and Service:

3.16.1 It is highly preferred that the contractor not impose a minimum order quantity or a re-stocking fee. In the event the contractor charges for one or both, then the charges shall be as identified on the Pricing Page. The re-stocking fee shall only be charged in the event the state agency orders an item by mistake; it shall not be chargeable in the event the contractor contributes in any way to the error.

3.17 For Ozone Laundry Equipment Chemicals Only – Monthly Testing Requirements:

3.17.1 The contractor must provide routine monthly testing of the ozone laundry chemical dispensing system. All work shall be conducted by a trained service representative. It is highly preferred the trained service representative be manufacturer-certified.

3.17.2 The contractor shall understand and agree that maintenance of the ozone laundry chemical system that cannot be corrected by the contractor as part of routine preventative maintenance of the ozone laundry chemical dispensing system, then the service shall, at the sole discretion of the state agency, be referred to other contractors or repair sources consistent with Missouri procurement statute and procedures.

3.17.3 A written report shall be left with the laundry manager at the conclusion of each monthly routine preventive maintenance call.

3.17.4 As part of the routine monthly service, the contractor shall conduct monthly titration tests. The results of the titration tests must be included in the above-referenced report addressing the findings of the routine service call.

REVISED BY AMENDMENT #001

3.17.5 The contractor shall provide routine monthly preventative maintenance of any equipment/part that is considered part of the chemical dispensing **system if the chemicals dispensing system is owned by the state or if it is provided by the contractor.**

3.17.6 Any maintenance performed or recommendations for corrective maintenance to be performed for any laundry equipment shall be included in monthly reports to laundry manager.

3.17.7 The contractor will compare results with the state agency facility laundry manager who will monitor usage of supplies on a monthly basis, and will compare chemicals usage to the amount of laundry processed. Results of monitored usage will be furnished to the contractor.

REVISED BY AMENDMENT #002

3.17.8 Replacement parts/supplies for agency-owned/provided chemical dispensing equipment shall be the responsibility of the contractor. The ozone laundry equipment contractor shall provide the replacement part and installation at no additional cost to the state. **Also as the state-owned chemicals dispensing unit requires replacement, the contractor shall provide their own chemicals dispensing unit for the ozone laundry equipment, including the security boxes that house the dispensing unit at no additional charge.**

REVISED BY AMENDMENT #001

3.17.9 Quarterly Testing Required: On a quarterly basis throughout the contract period, it is preferred but not required that test samples be collected by the contractor and submitted by the contractor to a certified testing lab or to the National Association of Institutional Laundry Managers. **If the testing is conducted by the contractor,** then a full copy of the lab's official results shall be furnished to the state agency upon completion of each test. Test samples furnished for analysis must test in the "excellent" to "good range" regarding both tensile strength and whiteness retention. **It is preferred that the testing be done by an independent laboratory not affiliated with the contractor.**

3.17.10 Response Time Requirement: The contractor must respond by phone call, e-mail or being on-site next business-day to respond to any state agency requests for service outside regularly scheduled monthly routine visits.

3.17.11 DELETED BY AMENDMENT #001**3.18 For Ware Washing Chemicals and Ware Washing Dispensing Equipment Only:****REVISED BY AMENDMENT #002**

3.18.1 The contractor shall provide ware-washing chemicals and chemicals dispensing equipment **including protective secure boxes on the dispensing equipment** on an as needed basis as requested by state agency users.

3.18.2 The contractor shall provide, install and maintain all ware-chemical dispensing equipment at no additional cost to the State of Missouri.

3.18.3 The automatic electric ware washing chemical dispensers must have alarm signals to indicate when chemicals stop pumping.

3.18.4 Dispensing equipment must be accessible to the state agency food services manager, or other designated state staff.

3.18.5 Dispensing equipment shall be placed to minimize space requirements for the apparatus.

3.18.6 Dispensing equipment shall not be accessible to the inmate workforce if the equipment is installed at a correctional facility.

3.18.7 The contractor shall furnish all mechanical service and replacement parts, including all labor to install all replacement parts, necessary to keep the dispensing equipment in a satisfactory working condition at no additional expense to the state.

3.18.8 Replacement parts for agency-owned/provided dispensing equipment shall not be the responsibility of the contractor.

3.19 Routine Preventative Service Visits Required On Monthly Basis:

3.19.1 The contractor must provide routine monthly preventive maintenance of the ware-washing chemicals dispensing system at no additional cost to the state. All work shall be conducted by a trained service representative. It is highly preferred that all staff be manufacturer-certified.

3.19.2 The contractor's technician shall furnish and set-up wash formulas (e.g., punch cards) and provide technical assistance to the state agency if requested. Emergency technical assistance shall be provided by the contractor if requested by authorized personnel of the state agency.

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3.19.3 **In a timely manner, the contractor shall prepare and submit to the state agency reports for each site visit, either scheduled or emergency. It is preferred that the reports be written and left at site the same day as the visit. It shall be acceptable to send the report electronically to the site within 24-hours of the**

site visit. It is highly preferred that all service reports be available in electronic format via the Internet at a secured site.

- 3.19.4 The contractor shall understand and agree that the state agency shall, at its discretion, retain existing dispensers until all soap in inventory that is only usable in the dispenser is consumed before changing to the contractor's new dispensing system.

4. OFFEROR'S SUBMISSION INFORMATION

4.1 Open Competition:

- 4.1.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
- 4.1.2 The offeror may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the offeror must explain in detail how their product meets or exceed the specifications. Proposal, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

4.2 Submission of Offers:

- 4.2.1 The offeror's proposal should include an original document, plus three (3) copies.
- 4.2.2 In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive(s). The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
- 4.2.3 Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.
- 4.2.4 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.
- 4.2.5 Open Records: Pursuant to Section RSMo 610.021, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021.

4.3 Imaging Ready:

- 4.3.1 Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

4.4 Business Compliance

4.4.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4.5 Evaluation and Award Process:

REVISED BY AMENDMENT #001

4.5.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost	100 points
Offeror's Experience and Reliability, Expertise of Personnel.....	25 points
Proposed Method of Performance, Contractor Support and Training.....	30 points
Product Quality, Effectiveness, Chemical Green Features and Drum Recycling.....	35 points
MBE/WBE Participation	10 points

4.5.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

4.6 Competitive Negotiation of Proposals:

4.6.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

4.7 Price Submission and the Evaluation of Cost:

REVISED BY AMENDMENT #001

- 4.7.1 The offeror has the option of proposing ozone laundry chemicals and/or ware wash chemicals as defined herein on the Pricing Page of the RFP; however, the offeror must submit a firm, fixed price for each and every item within the identified grouping. **All pricing shall be considered firm for the duration of the contract period, and must include the cost of performing all contractual services described herein including all preventative maintenance, parts, supplies, training, support, and provision of chemical dispensing equipment.** The state shall not acquire ownership of chemical dispensing equipment, but the cost of providing said equipment for state use throughout the contract period shall be factored into the cost of the chemical. The pricing quoted shall be the price actually invoiced to the state under a contract.

REVISED BY AMENDMENT #002

- 4.7.2 A separate cost evaluation will be done for ozone laundry chemicals (line items 001-015) and for ware wash chemicals (line items 016-032), although the manner of evaluating cost will be the same for both as described in the following paragraphs. If multiple prices are proposed for line items **033-035** are quoted, then an arithmetic average will be computed for the cost evaluation. The hourly price or average for line items **033-035** will be multiplied by 10 hours to compute an annual total used in the cost evaluation. Line item 036 will be applied to a hypothetical purchase of \$500.00; this same computation will be used to evaluate line item 036 for the initial and all renewal contract periods.
- 4.7.3 The objective evaluation of cost shall be based upon multiplying the quoted line item price times the estimated quantity to arrive at an annual cost. Pricing for the original contract period will be considered with pricing for all renewal options. The totals for the original and renewal periods will be added together.

REVISED BY AMENDMENT #001

- 4.7.4 Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 100 = \text{Cost evaluation points}$$

- 4.7.5 Unit of Measure: If the unit of measure specified on the attached pricing pages is different than the manner in which the offeror offers that item, then the unit of measure being proposed by the offeror must be clearly identified on the pricing page. All mathematical conversions should be shown by the offeror, and must be provided upon specific request from the Buyer.
- 4.7.6 In the cost evaluation, a unit price conversion will be done to fairly evaluate proposal prices. However, for any resulting contract, the unit of measure offered will be the unit of measure awarded. Offerors are encouraged to contact the Buyer **prior to** submission of their proposal to discuss anticipated unit modifications. The offeror is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the proposal for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

4.8 Evaluation of Offeror's Experience and Reliability, Expertise of Personnel:

- 4.8.1 Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 4.8.2 The offeror should provide a brief corporate history.
- 4.8.3 The offeror should provide the following information related to previous and current contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. The information may be shown on the form attached as **Exhibit A** to this RFP or in a similar manner.

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.8.4 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 4.8.5 The offeror may use **Exhibit B** for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
- a. Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts of a similar size and scope to the requirements of this RFP.
 - b. If personnel are not yet hired, the offeror should provide detailed description of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

REVISED BY AMENDMENT #001

4.9 Proposed Method of Performance, Contractor Support and Training:

REVISED BY AMENDMENT #001

- 4.9.1 The offeror's distinctive method of performing prospective contract services should be described for evaluation. **Exhibit C** is provided for the offeror's convenience in providing detail about the proposed method of **providing chemicals, dispensing equipment preventative maintenance, system testing, and other contractor support. Addressing the offeror's proposed plan for provision of training on use of the chemicals and basic, every-day efficient chemical usage and monitoring is also encouraged as it will be part of the subjective evaluation in this area. The designated staff who will be conducting the training, their background, and when they are doing the training should also be described.**
- 4.9.2 Other Considerations in the Subjective Evaluation: The offeror should provide detail about potential economic impact to the State of Missouri as the outcome of an award of contract to the offeror as follows:
- a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

4.10 Product Quality, Effectiveness, Chemical Green Features and Drum Recycling

REVISED BY AMENDMENT #001

- 4.10.1 The state reserves the right to subjectively evaluate product quality **including shelf life**, effectiveness, green features and the proposed drum recycling program. **Exhibit D** is provided for the offeror to display the following information about EACH chemical being offered to the state:
- a. The offeror should provide product data sheets for each chemical being proposed. The listing of product data sheets should correspond to the products priced on the Pricing Page.

- b. Material Safety Data Sheets should be included and the offeror should detail product testing results, recommendations for the most effective use/outcome of the product, and what features of the product qualify it for consideration as a “green” or environmentally-friendly product.

REVISED BY AMENDMENT #001

- c. **The more environmentally friendly the chemical is, the more preferred the chemical is in this part of the evaluation, e.g., lower to no phosphates content, etc.** If any chemicals are or are planned to qualify for any of the following certifications, then the offeror should detail the relevant information:

- Certified by Green Seal, 1001 Connecticut Ave., NW Suite 827, Washington DC 20036-5525, <http://www.greenseal.org/>.
- Certified by Environmental Choice EcoLogo Program, 107 Sparks St., 2nd Floor, Ottawa, Ontario, Canada KIA 0H3, <http://www.ecologo.org/>.
- For chemicals: recognized by the U.S. Environmental Protection Agency Design for the Environment (DFE) Formulator Program, Office of Pollution Prevention and Toxics, USEPA, 1200 Pennsylvania Ave. NW, Mail Code 7406-M, Washington DC 20460, <http://www.epa.gov/dfe/contact.htm>.

- d. Yield: Show the recommended dilution ratio assuming medium soiling. Provide manufacturer product sheets or other documentation address product use and associated yields. Show the economies of using the product at the recommended dilution ratio.

- e. The offeror should detail how the offeror plans to accomplish requirements established in paragraphs 3.5.1-3.5.3 for drum recycling.

ADDED BY AMENDMENT #001

- f. User Cost Efficiency: The user cost efficiency of the chemicals will be considered in this part of the subjective evaluation. If proposing provision of ozone laundry chemicals (line items 001-015), then the offeror should provide the cost of using each ozone laundry chemical based on cleaning 100 pounds of linen, medium soil. If proposing provision of ware washing chemicals (line items 016-032), then the offeror should provide the cost of using each ware washing chemical based on use of 10-gallons of water, medium soil. Chemicals which offer better cleaning capability for lower costs will be favored. Exhibit D provides space to show user cost efficiency information.

ADDED BY AMENDMENT #001

- g. The offeror should describe their dispensing equipment. The user-friendly features of dispensing equipment will be considered in this part of the subjective evaluation.

4.11 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

- 4.11.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.

- c. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

4.11.2 The offeror’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

4.11.3 If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.

- a. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.
- b. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- c. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

4.11.4 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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4.11.5 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete **Exhibit E**, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE’s commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the percentage specified on the offeror’s Participation Commitment Form, Exhibit E; and (3) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OSD.)

4.11.6 Commitment – If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit E, Participation Commitment, as verified by the MBE/WBE’s documentation of intent to participate, shall be interpreted as a contractual requirement.

4.11.7 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

4.11.8 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Supplier and Workforce Diversity (OSWD) at:

Office of Administration, Office of Supplier and Workforce Diversity
 Harry S Truman Bldg., Room 630
 P.O. Box 809
 Jefferson City, MO 65102-0809
 Phone: (877) 259-2963 or (573) 751-8130
 Fax: (573) 522-8078
 Web site: <http://www.oswd.mo.gov>

4.12 Preference for Organizations for the Blind and Sheltered Workshops:

- 4.12.1 Pursuant to 34.165 RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.
- 4.12.2 In order to qualify for the ten bonus points, the offeror must meet following the conditions and provide the following evidence:
 - a. The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - b. The offeror must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
 - c. The offeror must provide the following information with the proposal:
- 4.12.3 Participation Commitment - The offeror must complete **Exhibit E**, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the

blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form, Exhibit E, and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

4.12.4 A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

4.12.5 The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

4.12.6 Commitment – If the offeror's proposal is awarded, the participation committed to by the offeror on Exhibit E, Participation Commitment, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

4.13 Bid Detail Requirements and Deviations:

4.13.1 It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated herein. The offeror should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

4.13.2 **Offerors should note:** A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.

4.14 Compliance with Terms and Conditions:

4.14.1 The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP, that the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.

4.14.2 Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.

4.15 DELETED BY AMENDMENT #001

4.15.1 DELETED BY AMENDMENT #001

4.15.2 DELETED BY AMENDMENT #001

4.16 Debarment Certification:

4.16.1 The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible,

voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., **Exhibit G** with their proposal. This document must be satisfactorily completed prior to award of the contract.

4.17 Missouri Service-Disabled Veteran Business Preference:

- 4.17.1 Any offeror eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete **EXHIBIT H, MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE** and provide the specified documentation in accordance with the instructions provided therein.

4.18 Affidavit of Work Authorization and Documentation:

- 4.18.1 Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of **Exhibit I, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**. The applicable portions of Exhibit J must be submitted prior to an award of a contract.

REVISED BY AMENDMENT #001**PRICING PAGE**

The offeror has the option of proposing only ozone laundry chemicals, and/or only ware washing chemicals. The offeror must submit a firm, fixed price for every item identified under "Ozone Equipment Laundry Chemicals" and/or "Ware Washing Chemicals." All pricing must be submitted FOB Destination, Freight Prepaid and Allowed. All pricing must include all mandatory services, support, and supplies stated herein.

THE PRICING SHOWN HERE SHALL BE THE PRICING CHARGED TO THE STATE OF MISSOURI. IT SHALL BE THE INVOICED PRICE, NOT A "YIELD" OR DILUTED PRICE.

OZONE EQUIPMENT LAUNDRY CHEMICALS

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	C/S Code: 50500 <i>Laundry Chemicals</i> Eco-lab Eco-Star Destainer or Equal Container Size: 15-gallons Price Per Each 15-Gal Container Offeror to identify: Container Size: _____ Brand: _____ Product Number: _____ How packaged, by the case? Case size (# containers): _____	275	EA	\$_____
002	C/S Code: 50500 <i>Laundry Chemicals</i> Eco-lab ES Solar Brite NP or Equal Container Size: 15-gallons Price Per Each 15-Gal Container Offeror to identify: Container Size: _____ Brand: _____ Product Number: _____ How packaged, by the case? Case size (# containers): _____	210	EA	\$_____
003	C/S Code: 50500 <i>Laundry Chemicals</i> Eco-lab E-S Solar Brite or Equal Container Size: 15-gallons Price Per Each 15-Gal Container Offeror to identify: Container Size: _____ Brand: _____ Product Number: _____ How packaged, by the case? Case size (# containers): _____	90	EA	\$_____

004	C/S Code: 50500 <i>Laundry Chemicals</i> Eco-lab E-S Sour Control NP or Equal Container Size: 15-gallons Price Per Each 15-Gal Container Offeror to identify: Container Size: _____ Brand: _____ Product Number: _____ How packaged, by the case? Case size (# containers): _____	80	EA	\$_____
005	C/S Code: 50500 <i>Laundry Chemicals</i> Eco-lab Eco-Star Sour (INST) or Equal Container Size: 15-gallons Price Per Each 15-Gal Container Offeror to identify: Container Size: _____ Brand: _____ Product Number: _____ How packaged, by the case? Case size (# containers): _____	55	EA	\$_____
006	C/S Code: 50500 <i>Laundry Chemicals</i> Eco-lab Eco-Star Builder OZ or Equal Container Size: 15-gallons Price Per Each 15-Gal Container Offeror to identify: Container Size: _____ Brand: _____ Product Number: _____ How packaged, by the case? Case size (# containers): _____	25	EA	\$_____
007	C/S Code: 50500 <i>Laundry Chemicals</i> Eco-lab Eco-Star Detergent OZ or Equal Container Size: 15-gallons Price Per Each 15-Gal Container Offeror to identify: Container Size: _____ Brand: _____ Product Number: _____ How packaged, by the case? Case size (# containers): _____	25	EA	\$_____
008	C/S Code: 50500 <i>Laundry Chemicals</i> Eco-lab ES TStar L2000 XP or Equal Container Size: 15-gallons Price Per Each 15-Gal Container Offeror to identify:	20	EA	\$_____

Container Size: _____
 Brand: _____
 Product Number: _____
 How packaged, by the case? Case size (# containers):

009 C/S Code: 50500 1 EA \$_____

Laundry Chemicals

Eco-lab ES L2000 XP or Equal

Container Size: 15-gallons

Price Per Each 15-Gal Container

Offeror to identify:

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers):

010 C/S Code: 50500 5 EA \$_____

Laundry Chemicals

Eco-lab TriStar Solar Brite or Equal

Container Size: 15-gallons

Price Per Each 15-Gal Container

Offeror to identify:

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers):

011 C/S Code: 50500 2 EA \$_____

Laundry Chemicals

Eco-lab Solid Oxy-Guard or Equal

Container Size: Two 2# packets

Price Per Each Container (4#)

Offeror to identify:

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers):

012 C/S Code: 50500 1 EA \$_____

Laundry Chemicals

Eco-lab TriStar Neutral NP Equal

Container Size: 5-gallons

Price Per Each 5-Gal Container

Offeror to identify:

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers):

013 C/S Code: 50500 1 EA \$_____

Laundry Chemicals

Eco-lab TriStar ENZ Special HC or Equal
 Container Size: 5-gallons
 Price Per Each 5-Gal Container
 Offeror to identify:
 Container Size: _____
 Brand: _____
 Product Number: _____
 How packaged, by the case? Case size (# containers):

014 C/S Code: 50500 1 EA \$_____

Laundry Chemicals
 Eco-lab TriStar Oxy Brite or Equal
 Container Size: 5-gallons
 Price Per Each 5-Gal Container
 Offeror to identify:
 Container Size: _____
 Brand: _____
 Product Number: _____
 How packaged, by the case? Case size (# containers):

015 C/S Code: 50500 1 EA \$_____

Laundry Chemicals
 Eco-lab TS Solar Brite or Equal
 Container Size: 5-gallons
 Price Per Each 5-Gal Container
 Offeror to identify:
 Container Size: _____
 Brand: _____
 Product Number: _____
 How packaged, by the case? Case size (# containers):

WARE WASHING CHEMICALS

016 C/S Code: 48538 860 CS \$_____

Detergent, Dish Washer
 Concentrated Mechanical Dishwashing Detergent
 High Alkaline Detergent with built-in
 water conditioners, de-foamers, and alkalines.
 Product must be automatically dispensed by a closed system.
 Packaging must be designed to eliminate misuse by employees.
 If bidding liquid, packaging should be 4/1 Gallons Per Case.
 Brand Reference: Eco-Lab Solid Power Plus (4/9# capsules per case) or equal
 Offeror to identify:
 State if Product is Solid, Liquid, Capsule, Etc.: _____
 Container Size: _____
 Brand: _____
 Product Number: _____
 How packaged, by the case? Case size (# containers):

017 C/S Code: 48538 90 CS \$_____

Detergent, Dish Washer
 Rinse Additive

Dishwashing surface active rinse additive formulated to speed drying of utensils. De-foamed and suitable for use in soft to moderately hard water. Product must be automatically dispensed by a closed system.

If bidding liquid, packaging should be 4/1 gallons per case.

Brand Reference: Eco-Lab Jet Dry (Liquid, 4/1-GAL case) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers): _____

018	C/S Code: 48538 <i>Detergent, Dish Washer</i> Industrial Lime Solvent	270	CS	\$_____
-----	-----------------------------------------------------------------------------	-----	----	---------

Formulated to remove a high percentage of lime and scale from stainless steel surfaces. For use in all water conditions.

Must be low foaming for use in dish machines.

If bidding liquid, packaging should be 4/1 gallons per case.

Brand Reference: Eco-Lab Lime Away (Liquid, 4/1-GAL case) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers): _____

019	C/S Code: 48538 <i>Detergent, Dish Washer</i> Grease Cutter, Heavy Duty	60	CS	\$_____
-----	-------------------------------------------------------------------------------	----	----	---------

Heavy duty detergent for use in automatic duct cleaning system.

Shall be capable of penetrating grease and oil.

Product must have the ability to flush away residue.

Must be non-abrasive and non-viscous liquid.

Must be completely soluble in water.

If bidding liquid, packaging should be 4/1 gallons per case.

Brand Reference: Eco-Lab Encompass (Liquid, 4/1-GAL case) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers): _____

020	C/S Code: 48538 <i>Detergent, Dish Washer</i> Quaternary Detergent Disinfectant	10	CS	\$_____
-----	---------------------------------------------------------------------------------------	----	----	---------

Automatically dispensed quaternary detergent disinfectant

Shall be usable in light pressure sprayer

If bidding liquid, packaging should be 4/1 gallons per case.

Brand Reference: Eco-Lab Mikro Quat (Liquid, 4/1-GAL case) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____
Product Number: _____
How packaged, by the case? Case size (# containers): _____

021 C/S Code: 48538 45 CS \$_____

Detergent, Dish Washer

Grease And Carbon Deposit Remover

Shall be a product that contains alkali/solvent/or organic detergent to dissolve food, grease, soils, and to penetrate grease and carbonized deposits on ovens, grills, broilers, and other like surfaces.

It is preferred that the remover be packaged in one gallon plastic containers with an opening for attaching a special hose with a spray head.

If bidding liquid, packaging should be 4/1 gallons per case.

Brand Reference: Eco-Lab Grease-cutter Plus (Liquid, 4/1-GAL case) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers): _____

022 C/S Code: 48538 235 CS \$_____

Detergent, Dish Washer

Concentrated Mechanical Dishwashing Detergent

High Alkaline Detergent with built-in water conditioners, de-foamers, and alkalines. Product must be automatically dispensed by a closed system.

Packaging must be designed to eliminate misuse by employees.

Packaging should be 6/9# Capsules/Case

Brand Reference: Eco-Lab Solid Power (6/9# capsules/case) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers): _____

023 C/S Code: 48538 180 CS \$_____

Detergent, Dish Washer

Pot and Pan Washing Machine Detergent

High Alkaline Detergent with built-in water conditioners, de-foamers, and alkalines designed to effectively be used in a pot and pan washing machine.

Product must be automatically dispensed by a closed system.

Packaging must be designed to eliminate misuse by employees.

Brand Reference: Eco-Lab Solid Insure (4/9# capsules/case) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers): _____

024 C/S Code: 48538 200 CS \$_____

Detergent, Dish Washer

Solid Rinse Additive

Dishwashing surface active rinse additive formulated to speed drying of utensils. De-foamed and suitable for use in soft to moderately hard water. Product must be automatically dispensed by a closed system.

Packaging should be 2/2# Capsules/Case.

Brand Reference: Eco-Lab Solid Brilliance (2/2.5# capsules/case) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers):

025	C/S Code: 48538	1	CS	\$_____
-----	-----------------	---	----	---------

Detergent, Dish Washer

Mechanical Dishwashing Solid Detergent with detergent builders to handle tough water conditions and strength surfactants to maximize performance in all soil and water conditions.

Product must be automatically dispensed by a closed system.

Packaging shall be designed to eliminate misuse by employees.

Brand Reference: Eco-Lab Solid Power Plus (4/9# capsules/case) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers):

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026	C/S Code: 48538	20	CS	\$_____
-----	-----------------	----	----	---------

Detergent Dishwasher

Enzyme Active Pre-soak

Product must be automatically dispensed by a closed system.

Packaging shall be designed to eliminate misuse by employees.

Brand Reference: Eco-Lab Silver Power (2/8# capsules/case) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers):

REVISED BY AMENDMENT #001

027	C/S Code: 48538	265	CS	\$_____
-----	-----------------	-----	----	---------

Detergent Dishwasher

Manual dish, pot and pan detergent

Product must be automatically dispensed by a closed system.

Packaging shall be designed to eliminate misuse by employees.

Brand Reference: Eco-Lab Solitaire (4/5# capsules/case) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____
 How packaged, by the case? Case size (# containers):

REVISED BY AMENDMENT #001

028 C/S Code: 48538 110 CS \$_____
Detergent Dishwasher
 Third sink sanitizer
Product must be automatically dispensed by a closed system.
Packaging shall be designed to eliminate misuse by employees.
 Brand Reference: Eco-Lab Oasis (liquid, 4/one-gallon) or equal
 Offeror to identify:
 State if Product is Solid, Liquid, Capsule, Etc.: _____
 Container Size: _____
 Brand: _____
 Product Number: _____
 How packaged, by the case? Case size (# containers):

REVISED BY AMENDMENT #001

029 C/S Code: 48538 15 CNTR \$_____
Detergent, Dishwasher
 Low Temp Sanitizer
Product must be automatically dispensed by a closed system.
Packaging shall be designed to eliminate misuse by employees.
 Brand Reference: Eco-Lab Eco-San (liquid, 5-gallon) or equal
 Offeror to identify:
 State if Product is Solid, Liquid, Capsule, Etc.: _____
 Container Size: _____
 Brand: _____
 Product Number: _____
 How packaged, by the case? Case size (# containers):

REVISED BY AMENDMENT #001

030 C/S Code: 48538 25 CNTR \$_____
Detergent, Dishwasher
 Liquid Automatic Dishwash
Product must be automatically dispensed by a closed system.
Packaging shall be designed to eliminate misuse by employees.
 Brand Reference: Eco-Lab Ultra-Klene (liquid, 5-gallon) or equal
 Offeror to identify:
 State if Product is Solid, Liquid, Capsule, Etc.: _____
 Container Size: _____
 Brand: _____
 Product Number: _____
 How packaged, by the case? Case size (# containers):

REVISED BY AMENDMENT #001

031 C/S Code: 48538 25 CNTR \$_____
Detergent, Dishwasher
 Rinse Additive
Product must be automatically dispensed by a closed system.
Packaging shall be designed to eliminate misuse by employees.

Brand Reference: Eco-Lab Rinse Dry (liquid, 5-gallon) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers): _____

REVISED BY AMENDMENT #001

032	C/S Code: 48538	1	CNTR	\$_____
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Detergent, Dishwasher

Low-foaming 3-compartment sink product

Product must be automatically dispensed by a closed system.

Packaging shall be designed to eliminate misuse by employees.

Brand Reference: Eco-Lab Monsoon (liquid, 5-gallon) or equal

Offeror to identify:

State if Product is Solid, Liquid, Capsule, Etc.: _____

Container Size: _____

Brand: _____

Product Number: _____

How packaged, by the case? Case size (# containers): _____

Time and Materials Pricing:

033	C/S Code: 50500	
	<i>Laundry and Ware Washing Soaps</i>	
	\$_____ per hour, normal business hours, Monday through Friday, 8:00AM to 5:00 PM	

034	C/S Code: 50500	
	<i>Laundry and Ware Washing Soaps</i>	
	\$_____ per hour, after normal business hours, Monday through Friday	

035	C/S Code: 50500	
	<i>Laundry and Ware Washing Soaps</i>	
	\$_____ per hour, weekends and holidays	

036	C/S Code: 50500	
	<i>Laundry and Ware Washing Soaps</i>	
	Discount off current list parts and materials pricing: _____ %	

OTHER COSTS

The offeror must state below under Required Other Costs any costs, in addition to those quoted on the Pricing Pages contained herein, for any additional materials, services, supplies, and/or other one-time costs that are necessary to satisfy the requirements of the Request for Proposal and shall, therefore, be furnished by the offeror if awarded a contract, at no more than the cost indicated. The offeror may list any related optional other costs where indicated below.

ITEM NO.	DESCRIPTION	COST	UNIT OF MEASURE	COMMENTS
REQUIRED OTHER COSTS:				
OPTIONAL OTHER COSTS:				

ADDED BY AMENDMENT #001**Renewal Options:**

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of three (3) additional years.

The bidder must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

Maximum IncreaseMinimum Decrease

1st Renewal Period: original price + _____% **OR** original price - _____%

2nd Renewal Period: original price + _____% **OR** original price - _____%

3rd Renewal Period: original price + _____% **OR** original price - _____%

Delivery:

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If the offeror's delivery is different, the offeror should state delivery in days after receipt of order: _____ calendar days ARO.

DELETED BY AMENDMENT #001: Warranty Information**Minimum Order Quantity:**

If the offeror has a minimum order quantity, then state what it is: \$_____.

Re-Stocking Fee:

If the offeror charges to re-stock product ordered in error by the state, then state the total, firm fixed re-stocking fee that will be charged per returned item: \$_____.

Employee Bidding/Conflict of Interest:

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General
Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in offeror's
organization held by state employee, General
Assembly member or statewide elected official: _____%

Local Government Use (Cooperative Procurement):

The offeror should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes____ No____

EXHIBIT A
OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.

- b. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any.

c. DELETED BY AMENDMENT #001

Provide reference information below:

OFFEROR'S REFERENCES

Company Name: _____

Contact Name/Title: _____

Contact Location: City/State: _____

Telephone Number include Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

How long has offeror served the reference/company: _____

Availability status of Reference: _____

=====

Company Name: _____

Company Name: _____

Contact Name/Title: _____

Contact Location: City/State:_____

Telephone Number include Area Code:_____

E-mail Address:_____

Description of Equipment/Services Furnished:_____

How long has offeror served the reference/company:_____

Availability status of Reference:_____

=====

Company Name:_____

Contact Name/Title:_____

Contact Location: City/State:_____

Telephone Number include Area Code:_____

E-mail Address:_____

Description of Equipment/Services Furnished:_____

How long has offeror served the reference/company:_____

Availability status of Reference:_____

EXHIBIT B**PERSONNEL EXPERTISE SUMMARY**

(Identify key personnel who will be assigned to the state contract; the offeror may also attach a resume for those individuals.)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____ (Title)
2. _____ (Name)	_____ (Title)
3. _____ (Name)	_____ (Title)
4. _____ (Name)	_____ (Title)
5. _____ (Name)	_____ (Title)
6. _____ (Name)	_____ (Title)
7. _____ (Name)	_____ (Title)

REVISED BY AMENDMENT #001**EXHIBIT C****Proposed Method of Performance, Contractor Support and Training**

- 1) **The offeror should describe in general terms whether the offeror is providing ozone laundry or ware washing chemicals, or both.** Also describe in general the complete scope of service to be provided under contract with Missouri:

- 2) Describe what will be accomplished during a routine scheduled visit:

- 3) Describe the tasks the offeror will consider as outside the scope of routine service, **and when would the offeror intend to charge for service and parts identified by line items 032-036 on the Pricing Page:**

- 4) The offeror should describe how they intend to function as a single point of contact for the state, regardless of any subcontract arrangements. This should include responsibilities and liabilities of the offeror for all problems relating to the equipment.

- 5) Describe the following: a) the offeror's normal business hours; b) the hours the offeror will schedule routine site visits; c) the offeror's availability for after-hours contact and service:

- 6) The offeror should describe their plan for responding to off-hour (non-prime time) requests for service and requests for service on holidays, weekends and vacations.

7) **What are the methods (e.g., e-mail, phone, fax, etc...) to be used to contact service personnel?**

8) **Describe the escalation procedure complete with the offeror's personnel positions and personnel names, along with their telephone numbers in order of escalation.**

9) **The offeror should describe response time guarantees to be provided to the state and any associated penalties the state may apply if the guarantees are not met by the service organization.**

10) **Where will the primary service organization be located and how many service representatives at the primary location are available to serve the state account? Who are they (i.e., provide the names of primary location service representatives, and what is their contact information):**

11) **Describe the number of years of experience each assigned service representative who will serve the various state accounts.**

12) **Are any service representatives that will be assigned to the state accounts factory or dealer trained, and describe their training and how recent training has been received?**

- 13) **Name subcontractors by company name (if applicable), their location, and what role they will perform delivering services if subcontractors are to be used:**

- 14) Training to State: The offeror should describe training provided to the state for dispenser equipment operation and care, as well as product usage including proper safety training:

- 15) Describe other support provided such as help-desk support provided at no cost.

- 16) In addition, the offeror should describe the following for consideration in this part of the evaluation:

- a) Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products:

- b) Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

- c) Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

REVISED BY AMENDMENT #001**EXHIBIT D****PRODUCT QUALITY, EFFECTIVENESS, CHEMICAL GREEN FEATURES AND DRUM
RECYCLING**

- 1) The offeror should provide product data sheets for each chemical being proposed. The listing of product data sheets should correspond to the products priced on the Pricing Page. **The shelf life for each product should also be identified with material the offeror is providing that describes their chemicals.**
- 2) Material Safety Data Sheets should be included and the offeror should detail product testing results, recommendations for the most effective use/outcome of the product, and what features of the product qualify it for consideration as a “green” or environmentally-friendly product.
- 3) If any chemicals are or are planned to qualify for any of the following certifications, then the offeror should detail the relevant information:
 - a. Certified by Green Seal, 1001 Connecticut Ave., NW Suite 827, Washington DC 20036-5525, <http://www.greenseal.org/>.
 - b. Certified by Environmental Choice EcoLogo Program, 107 Sparks St., 2nd Floor, Ottawa, Ontario, Canada K1A 0H3, <http://www.ecologo.org/>.
 - c. For chemicals: recognized by the U.S. Environmental Protection Agency Design for the Environment (DFE) Formulator Program, Office of Pollution Prevention and Toxics, USEPA, 1200 Pennsylvania Ave. NW, Mail Code 7406-M, Washington DC 20460, <http://www.epa.gov/dfc/contact.htm>.
- 4) Yield: Show the recommended dilution ratio assuming medium soiling. Provide manufacturer product sheets or other documentation address product use and associated yields. Show the economies of using the product at the recommended dilution ratio.
- 5) **If proposing provision of ozone laundry chemicals (line items 001-015), then the offeror should provide the cost of using each ozone laundry chemical based on cleaning 100 pounds of linen, medium soil. If proposing provision of ware washing chemicals (line items 016-032), then the offeror should provide the cost of using ware washing chemical based on use of 10-gallons of water, medium soil. Chemicals which offer better cleaning capability for lower costs will be favored.**

OZONE LAUNDRY CHEMICALS USER COST EFFICIENCY:

Describe the user cost efficiency of line item 001 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 002 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 003 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 004 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 005 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 006 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 007 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 008 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 009 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 010 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 011 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 012 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 013 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 014 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

Describe the user cost efficiency of line item 015 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used to clean 100#'s of linen, medium soil:

WARE WASHING CHEMICALS USER COST EFFICIENCY

Describe the user cost efficiency of line item 016 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 017 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 018 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 019 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 020 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 021 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 022 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 023 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 024 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 025 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 026 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 027 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 028 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 029 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 030 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 031 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

Describe the user cost efficiency of line item 032 (must exactly correspond to the product priced on the RFP Pricing Page). Assume that the product is used in 10-gallons of water to clean dish ware, medium soil:

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6) The offeror should detail how the offeror plans to accomplish requirements established in paragraphs 3.5.1-3.5.3 for drum recycling. **What happens to the drum at its “end of life,” is it recycled, reused, land-filled?:**

[illegible]

ADDED BY AMENDMENT #001

7) If there is a minimum number of drums that the state agency needs to have before the drums are picked-up for recycling, identify what that number is, or what other conditions have to be met before the drums are picked-up:

[illegible]

EXHIBIT E PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop and/or MBE/WBE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, or must (2) split the participation between both MBE and WBE. If splitting the participation between both MBE and WBE, do **not double count** the participation.

MBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
1.	%	
2.	%	
3.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed WBE
1.	%	
2.	%	
3.	%	
Total WBE Percentage:	%	

EXHIBIT F DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

1. Offeror
Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):			
MBE	WBE	Organization for the Blind	Sheltered Workshop
_____	_____	_____	_____
Name of Organization _____			
Contact Name: _____	Email: _____		
Address: _____	Phone #: _____		
City: _____	Fax #: _____		
State/Zip: _____	Certification # _____		
(or attach copy of certification)			

Describe the products/services you (*as the participating organization*) have agreed to provide:

Document the amount of participation the offeror has committed to you (*as the participating organization*) for the products/services you are providing:

If MBE/WBE: _____	% of Total Value of Contract
If Organization for Blind / _____ or _____	% of Total Value of Contract
Sheltered Workshop: _____	Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT G**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT H
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to 34.074 RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entity, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

 Service-Disabled Veteran's Name
 (Please Print)

 Service-Disabled Veteran Business Name

 Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran
 Business

EXHIBIT I
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm . |
| <u>BOX C:</u> | To be completed by a business entity who has already submitted documentation with a notarized date on or after September 1, 2009 , to a Missouri state agency including Division of Purchasing and Materials Management. |

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ B1Z10216 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ state agency with all documentation required in Box B of this exhibit.

 Authorized Representative's Name
 (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT I, continued**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidders must perform/provide the following. The bidder should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT I, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT I, continued**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ A page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

 Authorized Business Entity
 Representative's Name
 (Please Print)

 Authorized Business Entity
 Representative's Signature

 E-Verify MOU Company ID
 Number

 E-Mail Address

 Business Entity Name

 Date

Missouri State Agency or Public University* Name _____

Date of Submission _____

Bid/Contract Number _____
 (If known)

- * Public University includes the following five schools:
- Harris-Stowe State University - St. Louis
 - Missouri Southern State University - Joplin
 - Missouri Western State University - St. Joseph
 - Northwest Missouri State University – Maryville
 - Southeast Missouri State University - Cape Girardeau

**ATTACHMENT ONE: MISSOURI DEPARTMENT OF CORRECTIONS INSTITUTIONS,
NAMES, ACRONYMS AND LOCATIONS**

Algoa Correctional Center (ACC)

8501 No More Victims
Jefferson City, MO 65101

Kansas City Community Release Center (KCCRC)

651 Mulberry
Kansas City, MO 64101

Boonville Correctional Center (BCC)

1216 East Morgan Street
Boonville, MO 65233

Maryville Treatment Center (MTC)

30227 U.S. Highway 136
Maryville, MO 64468

Chillicothe Correctional Center (CCC)

3151 Litton Road
Chillicothe, MO 64601

Missouri Eastern Correctional Center (MECC)

18701 Old Hwy. 66
Pacific, MO 63069

Cremer Therapeutic Center (CTCC)

689 RT O, P.O. Box 70
Fulton, MO 65251

Moberly Correctional Center (MCC)

5201 South Morley
Moberly, MO 65270

Crossroads Correctional Center (CRCC)

1115 E. Pence Road
Cameron, MO 64429

Northeast Correctional Center (NECC)

13698 Airport Road
Bowling Green, MO 63334

Eastern Reception, Diagnostic & Correctional Center (ERDCC)

2727 Hwy K
Bonne Terre, MO 63628

Ozark Correctional Center (OCC)

929 Honor Camp Lane
Fordland, MO 65652

Farmington Correctional Center (FCC)

1012 W. Columbia
Farmington, MO 63640

Potosi Correctional Center (PCC)

11593 State Highway 0
Mineral Point, MO 63660

Fulton Reception & Diagnostic Center (FRDC)

1393 Highway O, P.O. Box 190
Fulton, MO 65251

South Central Correctional Center (SCCC)

255 W. Hwy 32
Licking, MO 65542

Jefferson City Correctional Center (JCCC)

8416 No More Victims, Dock B
Jefferson City, MO 65101

Southeastern Correctional Center (SECC)

300 E. Pedro Simmons Drive
Charleston, MO 63834

St. Louis Community Release Center (SLCRC)

1621 North First
St. Louis, MO 63102

Tipton Correctional Center (TCC)

619 N. Osage Avenue
Tipton, MO 65081

**Women's Eastern Reception, Diagnostic &
Correcational Center (WERDCC)**

1101 W. Highway 54, P.O. Box 300
Vandalia, MO 63382

Western Missouri Correctional Center (WMCC)

609 East Pence Road
Cameron, MO 64429

**Western Reception, Diagnostic &
Correctional Center (WRDCC)**

3401 Faraon Street
St. Joseph, MO 64506

REVISED BY AMENDMENT #001**ATTACHMENT TWO: LISTING OF DEPARTMENT OF CORRECTIONS OZONE LAUNDRY EQUIPMENT, CONTRACT WARE WASH PURCHASE, AND BED COUNT**

INSTITUTION	OZONE LAUNDRY EQUIPMENT* "Yes" means that the equipment is owned by the State of Missouri	DISHWASHING SOAP PURCHASED FROM CONTRACT, NOT MVE	BED COUNT
ACC	YES	YES	1565
BCC	YES	NO	1316
CCC	YES	YES	1636
CRCC	YES (use laundry at WMCC)	YES (uses laundry at WMCC)	1448
ERDCC	YES	YES	2684
FCC	YES	YES	2632
FRDC	NO	YES	1302
JCCC	YES	YES	1971
KCCRC	NO	YES	
MCC	YES	YES	1800
MECC	YES	YES	1100
MTC	YES	YES	525
NECC	YES	YES	1993
OCC	YES	YES	650
PCC	YES	NO	852
SCCC	YES	YES	1546
SECC	YES	YES	1546
SLCRC	NO	YES	
TCC	YES	NO	1088
WERDCC	YES	Uses an automatic dispensing product	1460
WMCC	YES	YES	1923
WRDCC	YES	YES	1934

ATTACHMENT THREE: MISSOURI VETERANS HOMES, LOCATIONS AND BED COUNT

MISSOURI VETERANS HOMES:	BEDS
Missouri Veterans Home – Cameron 1111 Euclid Cameron, MO 64429	200
Missouri Veterans Home - Cape Girardeau 2400 Veterans Memorial Drive Cape Girardeau, MO 63701	150
Missouri Veterans Home – Mexico # 1 Veterans Drive Mexico, MO 65265	150
Missouri Veterans Home - Mt. Vernon 1600 Hickory Mt. Vernon, MO 65712	200
Missouri Veterans Home – St. James 620 N. Jefferson St. James, MO 65559	150
Missouri Veterans Home – St. Louis 10600 Lewis & Clark Blvd. St. Louis, MO 63136	300
Missouri Veterans Home – Warrensburg 1300 Veterans Road Warrensburg, MO 64093	200
	Total Beds = 1,350

ATTACHMENT FOUR: PAST PURCHASES WARE WASHING CHEMICALS

		2010						2009								
		Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Rolling 12	R12	
	Bid Item	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	\$'s	
00025155	SOLID POWR PLUS(913494)4-9LB	Y	14	106	3	88	40	16	152	76	112	78	115	60	860	\$46,204
00018700	LIMEAWAY 4-1GL	Y	19	17	79	24	13	-5	43	22	18	22	8	7	267	\$9,709
00017301	SOLITAIRE 4-5LB	Y	3	32	32	29	55	-29	47	1	16	72	5	1	264	\$23,842
00010371	SOLID POWER 6-9LB	Y	21	52	30	-24	58	-5	54	9	7	17	7	9	235	\$18,054
00025395	SOLID BRILLIANCE 2-2.5LB	Y	7	17	29	8	17	7	48	12	19	19	13	2	198	\$22,532
00010215	SOLID INSURE 4-9LB	Y	0	30	20	24	12	10	6	0	0	15	54	5	176	\$9,206
00017781	OASIS 146 MULTIQUAT 4-1GL	Y	0	26	0	0	3	0	50	0	5	25	0	0	109	\$4,682
00011817	JET DRY 4-1GL	Y	1	20	0	3	4	0	4	0	0	8	43	4	87	\$4,859
00015651	ENCOMPASS 4-1GL	Y	0	12	4	2	9	2	7	0	7	1	11	3	58	\$1,967
00019513	GREASECUTTER PLUS 4-1GL	Y	0	2	0	1	0	27	0	3	4	7	0	0	44	\$1,361
00010934	RINSE DRY 5GL	Y	0	3	5	2	0	5	0	0	0	2	2	3	22	\$1,483
00012716	ET ULTRA KLENE 5GL	Y	0	1	5	2	0	0	0	0	0	8	5	1	22	\$1,139
00012922	SOLID SILVER POWER 2-8LB	Y	1	0	2	1	3	1	1	0	5	0	2	0	16	\$1,038
00013987	ECO SAN 5GL	Y	0	1	0	0	0	0	0	0	0	2	6	3	12	\$371
00013227	MIKRO QUAT 4-1GL	Y	0	0	1	1	0	0	4	0	2	1	0	0	9	\$393

REVISED BY AMENDMENT #001

<u>ATTACHMENT SIX: MODELS OF LAUNDRY EQUIPMENT CORRECTIONS FACILITIES, DAILY LAUNDRY POUNDAGE</u>

FACILITY	WASHER	DRYER	DAILY #'S
Department of Corrections			
ACC	DELETED	DELETED	DELETED
BCC	1-500# WASHEX 1-250# CONTENTIAL 1-125# UNIMAC	3-170# UNIMAC 1-150# CISSELL 1-150# UNIMAC	2900#
CCC	4-150# UNIMAC 1-35# UNIMAC	4-170# UNIMAC 1-75# UNIMAC	2500#
ERDCC	2-150#- UNIMAC	2-190# B&C TECH 2-110# CISSELL	1800#
FCC	1-700# MILNOR	2-410# AMERICAN	40,000#* total *Only 3,400# of the above amount would be for inmate clothing that would be covered by contract purchases*
Operates 6 days a week	6-450# MILNOR 1-275# MILNOR 1-135# MILNOR 1-50# MILNOR 1-509# UNIMAC 2-WHIRLPOOL 2-KENMORE	4-310# AMERICAN 1-200# AMERICAN 2-120# UNIMAC 2-110# THEROSTATIC 2-170# HUEBSCH 1-110# CISSELL 2-WHIRLPOOL 2-KENMORE	

FRDC NO OZONE	DELETED	DELETED	DELETED
JCCC	4-175# WASHEX 1-125# ALLIANCE 1-60# ALLIANCE	4-200# ADC 1-170# ADC 1-75# ADC	2400#
MCC	1-500# MILNOR	1-125# UNIMAC	*27,000# total *Only 2,300# of above amount Is for inmate clothing that would be covered by contract purchases*
Operates 6 days a week	3-600# MILNOR 4-450# MILNOR 1-90# MILNOR 1-60# IPH 1-40# IPH	2-150# CISSELL 3-125# CISSELL 5-400# AMERICAN	
MECC	2-125# MILNOR 1-100# UNIMAC 1-7# FRIDIDAIR	4-150# UNIMAC	2730#
MTC	3-95# MILNOR 1-35# UNIMAC	2-110# CISSELL 1-110# MILNOR 1-95# UNIMAC	1000#
NECC	3-250# UNIMAC 1-85# UNIMAC 1-35# UNIMAC	2-170# UNIMAC 1-110# UNIMAC	2722#
OCC	1-125# UNIMAC 1-100# UNIMAC 1-100# MILNOR	3-170# UNIMAC 1-170# CISSELL 1-80# AMERICAN	2300#

PCC	2-450# BRAUN	4-170# UNIMAC	1563#
SCCC	4-125# UNIMAC 1-60# UNIMAC	4-125# UNIMAC 1-60# UNIMAC	3500#
SECC	4-125# UNIMAC 1-27# UNIMAC	4-170# UNIMAC 1-50# UNIMAC	1900#
TCC	2-240# WASHEX 1-125# UNIMAC 1-85# UNIMAC	2-310# AMERICAN 1-170# AMERICAN	5358#
WERDCC	2- 250# MILNOR 1-135# MILNOR 1-100# MILNOR	3- 150# CISSELL 1-175# CISELL	4073#
WMCC	3-250# MILNOR 1-170# MILNOR 1-125# MILNOR 1-65# MILNOR	6-125# CISSELL	6000#
WRDCC	3-400# WASHEX 1-100# UNIMAC	6-170# UNIMAC 4-170# SPEED QUEEN 1-50# UNIMAC	3500#

**ATTACHMENT SEVEN: MODELS OF LAUNDRY
EQUIPMENT VETERANS HOMES FACILITIES, DAILY
LAUNDRY POUNDAGE**

VET HOMES

CAMERON	2-120# UNIMAC 1-60# UNIMAC	2-170# HUEBSCH 1-120# HUEBSCH	2100#
CAPE GIRARDEAU	3-95# UNIMAC	3-120# UNIMAC	1800#
MEXICO	2-100# UNIMAC 1-60# UNIMAC 1-30# UNIMAC	2-120# UNIMAC 1-75# UNIMAC	1500#
MT. VERNON	2-125# UNIMAC 1-60# UNIMAC 1-20# WHIRLPOOL	2-125# UNIMAC 1-60# UNIMAC	2344#
ST. JAMES	2-80# UNIMAC 1-60# UNIMAC	2-80# UNIMAC 1-60# UNIMAC	2100#
ST. LOUIS	2-125# ALLIANCE 1-100# ALLIANCE 1-60# ALLIANCE	2-170# ALLIANCE 2-120# HUEBSH	2750#
WARRENSBURG	2-125# UNIMAC 1-60# UNIMAC	1-120# UNIMAC 2-170# UNIMAC	2400#

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be

completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.